say that it is a valid exercise of the police power? The right to contract may be regulated under that power for the purpose of protecting the public health, morals, comfort, or safety. Accordingly, the Supreme Court has sustained a law limiting the hours of labor in mines, upon the ground that the occupation is one dangerous to health. *Holden* v. *Hardy*, 169 U. S. 366. But a measure cannot be justified under the police power unless calculated to secure the objects for which the power exists. For this reason, legislation limiting the hours of labor generally, or prohibiting payment except in money, or providing against deductions in wages for imperfections in work, has usually been held unconstitutional. *Low* v. *Rees Printing Co.*, 41 Neb. 127; *Godcharles & Co.* v. *Wigeman*, 113 Pa. St. 431; *Commonwealth* v. *Perry*, 155 Mass. 117. Inasmuch as the court in the Pennsylvania case cited above would not support a law fixing the manner of payment, it is scarcely to be expected that a law imposing a still greater limitation upon the power to contract, by fixing a schedule of wages, would be upheld.

Again, even though it be admitted that the police power is properly invoked to regulate the charges of railroads and other public service corporations, that fact can have no bearing on the present question; for the coal companies are not shown to be public service corporations. Even in the case of the latter, the prices which the legislature may regulate directly are the charges to the public, not the wages paid to employees. *Cf. Transportation Co.* v. *Standard Oil Co.*, 40 S. E. Rep. 591 (W. Va.).

It is further contended that the proposed legislation, so far as it applies to corporations, is a valid exercise of the powers of amending charters expressly reserved by the State. Legislation regulating the manner of payment has been held constitutional under this power. *Leep* v. *Ry. Co.*, 58 Ark. 407. And it is a popular idea that the power of amendment, because reserved in general terms, is therefore absolute. But the courts which have gone farthest in recognizing the power have been careful to point out by way of *dictum* that it must be so exercised as not to infringe upon constitutional rights. "The alterations must be reasonable; they must be made in good faith, and be consistent with the scope and object of incorporation." *Shields* v. *Ohio*, 95 U. S. 319, 324. "We do not mean to intimate that the legislature can by way of amendment fix or limit the compensation of employees of railroad companies." *Leep* v. *Ry. Co.*, *supra*. Further, the constitution of Pennsylvania provides that amendments must be "just to the corporators." It would seem that a law obliging a corporation to pay a wage greater than it would have to pay on the open market or incur a penalty would be unjust to the corporators as well as in violation of the Fourteenth Amendment.

EXTENT OF TERRITORIAL WATERS — THE ALASKA-CANADA BOUNDARY. — The Anglo-Russian treaty of 1825 fixes as the boundary between Alaska and British Columbia in certain places, a line "parallel to the windings of the coast" and never exceeding the "distance of ten leagues therefrom." The United States, the successor of Russia as sovereign of the seaboard strip, claims that this line should run parallel to the coast line of certain salt water inlets, such as the Lynn Canal. This claim is criticised in a lately published article, on the ground that, since the breadth of these inlets at the mouth is less than six miles, they are territorial waters and hence should be disregarded in determining the boundary. *The Alaska-Canada Boundary Dispute*, by Thomas Hodgins, Contemp. Rev., No. 440, p. 190 (Aug., 1902).

That inlets not more than six miles broad are territorial waters is a necessary corollary of the well-recognized principle that such is the status of all waters within three miles of a coast. *Com.* v. *Manchester*, 152 Mass. 230. If, therefore, such inlets are to be disregarded in fixing the boundary for the reason that they are territorial waters, all waters up to the three mile limit should be disregarded for the same reason. In that event the distance of ten leagues from the coast would be measured not from the shore line but from the three mile limit, —

a result which clearly cannot be supported. It would seem, therefore, that the boundary dispute is not a question of territorial waters, but turns simply on the proper construction of the treaty as a document.

The writer also suggests that the claim of the United States is inconsistent with its assumption of sovereignty over Delaware Bay, Chesapeake Bay, and similar bodies of water whose breadth is greater than six miles. But this jurisdiction seems to involve principles different from those governing the boundary dispute, since it is essentially a question of territorial waters. The propriety of the jurisdiction is not discussed by Mr. Hodgins, and it is now hardly open to question. That it is claimed and exercised is well settled. *The Grange*, 1 Op. Attys. Gen. 32; *Stetson* v. *United States*, 32 Albany L. J. 484. While it has frequently been suggested that waters beyond the three mile limit may be territorial, the principle underlying the doctrine and the extent of its proper application have apparently never been indicated. See 1 KENT COM. 26–31. That wide claims over the open sea cannot be upheld was shown by the award in the Behring Sea Arbitration. See 27 Am. L. Rev. 703. But an inlet or arm of the sea, even if more than six miles wide, which lies fairly within the general contour of a coast, seems to be recognized by international law as subject to the same sovereignty as that coast. *Reg.* v. *Cunningham*, Bell's Cr. Cas. 72. See 2 Documents of Halifax Commission, 1899–1906. This doctrine seems naturally suggested by the geographical outline of such a coast. It is also supported by reasons of expediency; for sovereignty over these inlets is essential to the security of the nation which controls the coast; they also lie so far within the power of that nation that in many cases it would be difficult to dispute its authority. The latter reason seems somewhat analogous to that which originally determined the three mile limit, namely, that at no greater distance could control be exercised, three miles then being the extent of effective cannon range. HALL, INTERNAT. LAW, 4th ed., 160.

THE EMPLOYERS' LIABILITY ACTS AND THE ASSUMPTION OF RISKS, in New York, Massachusetts, Indiana, Alabama, Colorado, and England. By Frank F. Dresser. St. Paul: Keefe-Davidson Company. 1902. pp. xii, 881. 8vo.

The past fifteen years have witnessed rapid and substantial development in this topic of the law, so that to-day in those jurisdictions which have enacted employers' liability acts, they form the basis, in whole or in part, of a very large proportion of all tort actions. As all the acts are in the main uniform, the interests of the business community manifestly demand their consistent interpretation and application. A work, therefore, like the present, which aims to ascertain and systematize the complicated results of the mass of recent cases on the subject, performs a most important service.

The author first treats of the character, purpose, and scope of these statutes, giving special attention to their effect in increasing the employer's liability at common law. This common law liability is clearly and concisely stated, and the direction and limits of its statutory extensions are plainly indicated. After a brief consideration of the questions of parties and damages, Mr. Dresser discusses with thoroughness and detail the grounds and conditions of liability established by the acts, analyzing certain principles and interpretations which have now become firmly settled, and dealing fully with many of the rather perplexing questions that frequently arise.

The latter half of the book consists of an excellent discussion of the doctrine of assumption of risk, as it is applied both at common law and under the acts. Here the too frequently neglected distinction between that assumption of risk which arises out of the relation of master and servant and the wider doctrine of *volenti non fit injuria* is carefully preserved. The former doctrine is also of comparatively recent development, and this treatment of it in the light of late decisions will prove of considerable value.